CITY OF MOUNTAIN VIEW
Purchasing Division
500 Castro St/PO Box 7540
Mountain View CA 94039-7540
Ph 650-903-6324 FAX 968-5472

PURCHASE ORDER
No. 140506

VENDOR: ATTN CONTRACT REPRESENTATIVE
PREDPOL INC
331 SOQUEL AVE STE 100
SANTA CRUZ, CA 95062

SHIP TO: CITY WAREHOUSE
231 NORTH WHISMAN ROAD BLDG D
MOUNTAIN VIEW, CA 94043

SEND INVOICE TO: CITY OF MOUNTAIN VIEW
Attn Accounts Payable
PO Box 7355
Mountain View CA 94039-7355

Order Date	Terms	FOB Point	Deliver By	Requisition #	Buyer
08/16/2013	NET 30	DESTINATION		R140554	PATTY KONG

Item	Qty	Unit	Description	Unit Price	Amount
001	12,500	EA	Predictive Policing Software Service. Date July 1, 2013 through June 30, 2015. Payments to be made are as follows: FY13-14- $12,500 FY14-15--$14,000 (this portion will be entered into IFAS in FY14-15). Company-PredPol. W-9 has been requested and will be sent to AP once received.	1.00	12,500.00

COPY

Authorized Purchasing Agent

SALES TAX: 0.00
GRAND TOTAL: 12,500.00

AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW AND PREDPOL FOR PREDICTIVE POLICING SOFTWARE AS A SERVICE

This contract is dated for identification this 8th day of July, 2013, and is made by and between the CITY OF MOUNTAIN VIEW, a California Charter City and municipal corporation, whose address is P.O. Box 7540, Mountain View, California, 94039 (hereinafter "CITY"), and PREDPOL, INC., whose address is 331 Soquel Avenue, Suite 100, Santa Cruz, CA 95062 (hereinafter "PREDPOL").

RECITALS

A. CITY desires to retain the services of PREDPOL to provide services to predict property crime, assault and robbery, and such other crimes as CITY and PREDPOL agree upon.

B. PREDPOL is a qualified professional capable of providing the certain professional services which CITY seeks.

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, CITY does hereby engage PREDPOL, and PREDPOL agrees, to perform the services set forth herein in accordance with the following terms and conditions:

1. **Description of Services.** PREDPOL shall provide the following services:

a. License to Use.

CITY shall be licensed and authorized to use the Services as provided as a Software as a Service (SaaS). The scope of the license is non-transferable and non-exclusive and is authorized by PREDPOL for use by CITY's Police Department. CITY shall have the right to use the Services for the term of this Agreement and any extensions or renewals. The Services shall be provided in English.

b. Facilities and Data Transfer.

All PREDPOL facilities used to store and process CITY data will adhere to reasonable security standards no less protective than the security standards at facilities where PREDPOL stores and processes its own information of a similar type and in compliance with all applicable state and federal laws. PREDPOL has implemented at least industry standard systems and procedures to ensure the security

and confidentiality of CITY data, protect against anticipated threats or hazards to the security or integrity of CITY data and protect against unauthorized access to or use of CITY data.

c. Modifications To the Services.

PREDPOL may make commercially reasonable changes to the Services from time to time. If PREDPOL makes a material change to the Services PREDPOL will inform CITY. CITY will have the right to agree to the material change, or have the right to terminate this agreement.

d. Retention.

PREDPOL will have no obligation to retain any archived CITY data. CITY data is read from CITY, but PREDPOL does not provide or function as an archive service for the data.

e. PredPol's License to Use CITY's Data.

CITY hereby provides PREDPOL with an irrevocable, non-exclusive license to use data provided by the CITY to PREDPOL for purposes of research, development and testing of PREDPOL's Services. CITY also provides authority to PREDPOL to utilize its data for delivering services to CITY and other domestic, U.S.-based law enforcement agencies. Such services may include regional reporting, cross-jurisdiction predictions, among other law enforcement related services.

f. Obligations.

CITY agrees to provide the information and take the steps requested by PREDPOL in order to facilitate setup and implementation of the Services. CITY will generally support the beta testing of new features/tools developed by PREDPOL, contribute to requested case studies developed by PREDPOL and reasonably provide user feedback.

g. Compliance.

CITY will use the Services in accordance with this Agreement and all applicable laws. PREDPOL may make new applications features or functionality for the Services available from time to time the use of which may be contingent upon CITY's agreement to additional terms.

h. Login IDs and Passwords.

CITY is solely responsible for monitoring and protecting the confidentiality of all Login IDs and Passwords issued to it and its end users.

i. CITY Administration of the Services.

CITY may specify one or more Administrators who will have the rights to administer the end user accounts. CITY is responsible for: (a) maintaining the confidentiality of the password and admin account(s); (b) designating those individuals who are authorized to access the admin account(s); and (c) ensuring that all activities that occur in connection with the admin account(s) comply with the Agreement. CITY agrees that PREDPOL's responsibilities do not extend to the internal management or administration of the Services for CITY and that PREDPOL is merely a data-processor.

j. Unauthorized Use.

CITY will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. CITY will promptly notify PREDPOL of any unauthorized use of or access to the Services of which it becomes aware.

k. Restrictions on Use.

Unless PREDPOL specifically agrees in writing, CITY will not allow and will take reasonable efforts to make sure a third party does not: (a) sell, resell, lease or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; or (d) use the Services to store or transfer any CITY data that is controlled for export under export control laws or other applicable law. CITY is solely responsible for ensuring that its use of the Services complies with all applicable laws and regulations.

l. Third Party Requests.

CITY is responsible for responding to third party requests. PREDPOL will, to the extent allowed by law and by the terms of the third party request: (a) promptly notify CITY of its receipt of a third party request; (b) comply with CITY's reasonable requests regarding its efforts to oppose a third party request; and (c) provide CITY with the information or tools required for CITY to respond to the third party request. CITY will first seek to obtain the information required to respond to the third party request on its own and will contact PREDPOL only if it cannot reasonably obtain such information.

m. Technical Support Services.

CITY will, at its own expense, respond to questions and complaints from End Users or third parties relating to CITY's or end users' use of the Services. CITY will use commercially reasonable efforts to resolve support issues before escalating them to PREDPOL. If CITY cannot resolve a support issue consistent with the above, then CITY may contact PREDPOL to help resolve the issue. PREDPOL will provide the support necessary to resolve CITY's issue, to the extent reasonably practicable.

n. Suspension of End User Accounts by PredPol.

If PREDPOL becomes aware of an end user's violation of the Agreement, then PREDPOL may specifically request that CITY suspend the applicable end user account. If CITY fails to comply with PREDPOL's request to suspend an end user account, then PREDPOL may do so. The duration of any suspension by PREDPOL will be until the applicable end user has cured the breach which caused the suspension.

o. Emergency Security Issues.

Notwithstanding the foregoing, if there is an emergency security issue, then PREDPOL may automatically suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the emergency security issue. If PREDPOL suspends an end user account for any reason without prior notice to CITY, at CITY's request, PREDPOL will provide CITY the reason for the suspension as soon as is reasonably possible.

p. Confidential Information.

Each party will: (a) protect the other party's data or information that is marked confidential or by law is considered confidential with the same standard of care it uses to protect its own confidential information; (b) not disclose the confidential information except to employees and agents or law enforcement agencies who need to know it and who have agreed in writing to keep it confidential; (c) each party may use the other party's confidential information only to exercise rights and fulfill its obligations under this agreement, while using reasonable care to protect it; and (d) each party may disclose the other party's confidential information when required by law but only after it, if legally permissible, uses commercially reasonable efforts to notify the other party; and gives the other party the chance to challenge the disclosure.

2. **Schedule and Term.** The schedule for performing said services is as follows: PREDPOL shall commence work under this contract on July 1, 2013 and provide services through June 30, 2015.

3. **Compensation.** The compensation for services under this Contract shall be for a flat fee (including reimbursed expenses) of Twelve Thousand Five Hundred Dollars ($12,500) for Fiscal Year 2013-14, and for a flat fee (including reimbursed expenses) of Fourteen Thousand ($14,000) for Fiscal Year 2014-2015. The one time installation fee of $3,000 is waived as a result of the agreement to a multi-year contract, and total compensation to PREDPOL for providing the services set forth herein shall not exceed (including reimbursed expenses) Twenty Six Thousand Five Hundred Dollars ($26,500).

4. **Payment Schedule.** CITY shall make periodic payments within thirty (30) days of receiving and approving a billing statement which payment is due in full at the inception of the relevant Fiscal Year. Payments shall be made in U.S. Dollars by either wire transfer or check. Checks shall be sent to PredPol, Inc., 331 Soquel Avenue, Suite 100, Santa Cruz, California, 95062, USA. If wire transfer is desired, wiring instructions can be obtained by contacting PREDPOL.

a. Delinquent Payments.

CITY will be responsible for all reasonable expenses (including reasonable attorneys' fees) incurred by PREDPOL in collecting such delinquent amounts except where such delinquent amounts are due to PREDPOL's billing inaccuracies.

5. **Reliance Upon Professional Skill.** It is mutually agreed by the parties that CITY is relying upon the professional skill of PREDPOL, and PREDPOL represents to CITY that its work shall conform to generally recognized professional standards in the industry. Acceptance of PREDPOL's work by CITY does not operate as a release of PREDPOL's said representation.

6. **Independent Contractor.** It is agreed that PREDPOL is an independent contractor, and all persons working for or under the direction of PREDPOL are PREDPOL's agents, servants and employees, and said persons shall not be deemed agents, servants, or employees of CITY.

7. **Intellectual Property Rights.** Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, CITY owns all Intellectual Property Rights in CITY Data and PREDPOL owns all Intellectual Property Rights in the Services. CITY grants to PREDPOL a non-exclusive license to use CITY's Data for PREDPOL's legitimate business purposes, including providing products and services to law enforcement agencies.

8. **Insurance.**

a. Commercial General Liability Insurance:

PREDPOL shall obtain and maintain Commercial General Liability insurance in a minimum amount of One Million Dollars ($1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. PREDPOL's insurance coverage shall be written on an occurrence basis.

b. Workers' Compensation Insurance:

PREDPOL shall obtain and maintain statutory Workers' Compensation insurance and Employer's Liability insurance in a minimum amount of One Million Dollars ($1,000,000) per accident.

d. Acceptability of Insurers: Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to CITY.

e. Verification of Coverage: Insurance, deductibles, or self-insurance retentions shall be subject to CITY's approval. Original Certificates of Insurance with endorsements shall be received and approved by CITY before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to CITY or increase the duration of the project.

f. Other Insurance Provisions:

(1) The City of Mountain View, its officers, officials, employees, and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 or other endorsement approved by CITY's Risk Manager for Commercial General and Automobile Liability coverage.

(2) For any claims related to this project, PREDPOL's insurance coverage shall be primary and any insurance or self-insurance maintained by CITY, its officers, officials, employees, and volunteers shall not contribute to it.

(3) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to CITY in the event of cancellation or modification to the stipulated insurance coverage.

(4) In the event PREDPOL employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of PREDPOL to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.

(5) Approval of the insurance by CITY or acceptance of the Certificate of Insurance by CITY shall not relieve or decrease the extent to which PREDPOL may be held responsible for payment of damages resulting from PREDPOL's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of CITY's rights to insurance coverage hereunder.

(6) If, for any reason, PREDPOL fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. CITY, at its sole option, may terminate this contract and obtain damages from PREDPOL resulting from said breach. Alternately, CITY may purchase such required insurance coverage, and without further notice to PREDPOL, CITY may deduct from sums due to PREDPOL any premium costs advanced by CITY for such insurance.

9. **Hold Harmless.** PREDPOL hereby agrees to and shall indemnify, defend, and hold CITY, its officers, agents, and employees harmless from any liability for damage or claims of same, including but not limited to personal injury, property damage and death, which may arise from PREDPOL or PREDPOL's contractors, subcontractors, agents or employees' operations under this Agreement. CITY shall cooperate reasonably in the defense of any action, and PREDPOL shall employ competent counsel, reasonably acceptable to the City Attorney.

CITY hereby agrees to and shall indemnify, defend and hold PREDPOL, its agents or employees harmless from any liability for damage or claims of same, including but not limited to personal injury, property damage and death, which may arise from the provision by CITY of CITY's data to PREDPOL pursuant to this Agreement.

10. **Applicable Laws and Attorneys' Fees.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

11. **Nondiscrimination.** PREDPOL shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status,

physical or mental disability, military status, gender identity and expression, or genetic information.

12. **Amendment.** This Agreement may be amended in writing and signed by both parties.

13. **Termination.** CITY may terminate this Agreement at the end of any time fiscal year covered hereunder by providing sixty (60) days advance written notice to PREDPOL prior to the annual renewal. CITY may terminate this Agreement in the event of breach by PREDPOL at any time by providing thirty (30) days advance written notice to PREDPOL. Should CITY terminate pursuant to said notice, PREDPOL shall reimburse CITY for the pro rata portion of funds paid to PREDPOL at the start of the subject fiscal year for PREDPOL's services not yet rendered, i.e. for the period between the date of termination and the end of the applicable fiscal year.

a. Effects of Termination.

If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); and (ii) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

14. **Attachments or Exhibits.** Except as expressly referenced herein, no portion of any terms or conditions included in any attachments or exhibits shall be a part of this Agreement, and they shall have no force or effect. If any attachments or exhibits to this Agreement are inconsistent with this Agreement, this Agreement shall control.

15. **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

16. **Public Records.** The parties recognize and acknowledge that CITY is subject to the California Public Records Act, California Government Code Section 6250 and following. Public records are subject to disclosure.

17. **Notices.** Any notice required to be given to PREDPOL shall be deemed to be duly and properly given if mailed to PREDPOL, postage prepaid, addressed to:

PredPol, Inc.
331 Soquel Avenue, Suite 100
Santa Cruz, California, 95062

or personally delivered to PREDPOL at such address or at such other addresses as PREDPOL may designate in writing to CITY.

Any notice required to be given CITY shall be deemed to be duly and properly given if mailed to CITY, postage prepaid, addressed to:

Police Chief
City of Mountain View
1000 Villa Street
P.O. Box 7540
Mountain View, CA 94039-7540

or personally delivered to CITY at such address or at such other addresses as CITY may designate in writing to PREDPOL.

IN WITNESS WHEREOF, this Agreement, dated July 8, 2013, between the City of Mountain View and PredPol, Inc. for services related to Predictive Policing Software as a Service, is executed by CITY and PREDPOL.

APPROVED AS TO CONTENT:

Police Captain

FINANCIAL APPROVAL:

Finance and Administrative Services Director

APPROVED AS TO FORM:

City Attorney

"CITY":
CITY OF MOUNTAIN VIEW,
a California Charter City and municipal corporation

By: _____
Police Chief/ Assistant City Manager - Public Safety

"PREDPOL":

By: _____
Caleb Baskin, CEO

45-4205598
Taxpayer I.D. Number

MVF00-03 (Rev. 01/03/13)